

TERMS AND CONDITIONS FOR INTERACTING WITH OUR WEBSITE AND JUST BROWSING

Welcome to Jacksons Estate Agents Ltd t/a Jacksons (**Jacksons**).

In these terms, we also refer to Jacksons as “**our**”, “**we**”, or “**us**”.

And you are you!

What are these terms about?

These terms apply when you use this website, being www.jacksonsproperty.co.uk, and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you browse or access this Website.

You must be 18 years or older to use this Website.

How do I read these terms?

We separated these terms into two parts so they are easy to read and understand.

Those parts are:

- Part A: Terms for when you browse and interact with this Website (applies when you browse)
- Part B: Liability and warranties, and interpretation provisions (applies to both buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website unless you have read and agree to these terms.

I've returned to your Website, do I need to read these terms again?

We may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website. You can check the date at the top of this page to see when we last updated these terms.

Part A For When You Browse This Website...

1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws and must ensure that, where applicable, your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

2 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Jacksons;
- (b) use the Website for any purpose other than the purposes of browsing and communicating with us in respect of our services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;

- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Jacksons, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

3 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

4 INTELLECTUAL PROPERTY

- (a) Jacksons retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Jacksons or as permitted by law.

5 THIRD-PARTY TERMS AND CONDITIONS

- (a) The Customer acknowledges and agrees that third-party terms & conditions (**Third Party Terms**) may apply.
- (b) The Customer agrees to any Third-Party Terms applicable to any third-party goods and services, and Jacksons will not be liable for any loss or damage suffered by the Customer in connection with such Third-Party Terms.

6 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites and are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

7 SECURITY

Jacksons does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

8 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part B Liability And Other Legal Terms...

9 LIABILITY

- (a) To the maximum extent permitted by applicable law, Jacksons limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any or services provided by Jacksons, is limited to the greater of:
 - (i) the total fees paid to Jacksons by you in the 6 months preceding the first event giving rise to the relevant liability; and
 - (ii) £50GBP.
- (b) All express or implied representations and warranties are excluded to the maximum extent permitted by applicable law.
- (c) **(Indemnity)** You indemnify Jacksons and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives:
 - (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) use of any goods or services, including the App, provided by Jacksons.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Jacksons be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any products or services provided by Jacksons (except to the extent this liability cannot be excluded under law).
- (e) Nothing in these terms or any Order will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party or death or personal injury resulting from a party's negligence.
- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

10 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction unless that party has complied with the requirements of this clause.

- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must use its best efforts to resolve it in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

11 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

12 FORCE MAJEURE

If we become unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to an event beyond our reasonable control, the relevant obligation will be suspended to the extent that it is affected by the event.

13 GENERAL

13.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

13.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

13.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms are not limited or otherwise affected.

13.4 JOINT AND SEVERAL LIABILITY

An obligation or liability assumed by or a right conferred on two or more persons binds or benefits them jointly and severally.

13.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

13.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

13.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

13.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);

- (b) **(currency)** a reference to £, or “pound”, is to pound sterling (GBP), unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

13.9 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.